

TABLE 1(a)

SUMMARY OF CHANGE OF LAW PROVISIONS

Carrier	CLECs By Group	<i>Terms Permitting the Termination of UNEs</i>
ACC National Telecom Corp.	Group 6	Sec. 35: This agreement is subject to change, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction. If, however, a regulatory authority or court in the exercise of its lawful jurisdiction enacts a Law or makes a finding that would necessitate a change that would affect the interconnection of network facilities or ANTC's ability to use any NYNEX service or Network Element (for example, ANTC's ability to combine certain Network Elements) ANTC shall have a reasonable time to modify or redeploy its network or operations to reflect such change.
Acceris Communications Corp. f/k/a Worldexchange Corp.	Group 1	<p>Sec. 4.7: Notwithstanding anything in this Agreement to the contrary, if, as a result of any legislative, judicial, regulatory or other governmental decision, determination or action, or any other change in Applicable Law, Verizon is not required by Applicable Law to provide any Service, Verizon may discontinue the provision of such Service.</p> <p>Sec. 50.1: Notwithstanding anything contained in this Agreement, except as otherwise required by Applicable Law, Verizon may, terminate its offering and/or provision of any Service under this Agreement upon thirty (30) days prior written notice to [CLEC], unless termination of the offering or Service at issue will require [CLEC] to terminate a service to any of [CLEC's] existing customers, in which case Verizon will provide ninety (90) days prior written notice to [CLEC]. Any such termination shall be done on a non-discriminatory basis in accordance with Applicable Law.</p> <p>Sec. 1.5: If Verizon provides a UNE or Combination to [CLEC], and the Commission, the FCC, a court or other governmental body of appropriate jurisdiction determines or has determined that Verizon is not required by Applicable Law to provide such UNEs or Combination, Verizon may terminate its provision of such UNE or Combination to [CLEC].</p>

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Carrier	CLECs By Group	Terms Permitting the Termination of UNEs
		<p>FROM MFN:</p> <p>1(B) For avoidance of doubt, adoption of the Terms does not include adoption of any provision imposing an unbundling obligation on Verizon that no longer applies under the Report and Order and Order on Remand (FCC 03-36) released by the Federal Communications Commission ("FCC") on August 21, 2003 in CC Docket Nos. 01-338, 96-98, 98-147 ("Triennial Review Order"), which became effective on October 2, 2003. In light of the effectiveness of the Triennial Review Order, any reasonable period of time for adopting such provisions has expired under the FCC's rules implementing section 252(i) of the Act (see, e.g., 47 CFR Section 51.809(c)).</p>
ACN Communications Services, Inc.	Group 1	<p>Sec. 4.7: Notwithstanding anything in this Agreement to the contrary, if, as a result of any legislative, judicial, regulatory or other governmental decision, determination or action, or any other change in Applicable Law, Verizon is not required by Applicable Law to provide any Service, Verizon may discontinue the provision of such Service.</p> <p>50.1: Notwithstanding anything contained in this Agreement, except as otherwise required by Applicable Law, Verizon may terminate its offering and/or provision of any Service under this Agreement upon thirty (30) days prior written notice to [CLEC].</p> <p>Sec. 1.5: If Verizon provides a UNE or Combination to [CLEC], and the Commission, the FCC, a court or other governmental body of appropriate jurisdiction determines or has determined that Verizon is not required by Applicable Law to provide such UNEs or Combination, Verizon may terminate its provision of such UNE or Combination to [CLEC].</p> <p>From ACN Opt-In Letter:</p> <p>(B) For avoidance of doubt, adoption of the Terms does not include adoption of any provision imposing an unbundling obligation on Verizon that no longer applies under the Report and Order and Order on Remand (FCC 03-36) released by the Federal Communications Commission ("FCC") on August 21, 2003 in CC Docket Nos. 01-338,</p>

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		96-98, 98-147 ("Triennial Review Order"), which became effective on October 2, 2003. In light of the effectiveness of the Triennial Review Order, any reasonable period of time for adopting such provisions has expired under the FCC's rules implementing section 252(i) of the Act (see, e.g., 47 CFR Section 51.809(c)).
BCN Telecom f/k/a NUI Telecom, Inc.	Group 1	<i>See</i> ACN Communications Services, Inc.
BrahmaCom, Inc.	Group 3	<p>Sec. 2.2: The Parties agree that if any judicial or regulatory authority of competent jurisdiction determines (or has determined) that BA is not required to furnish any service or item or provide any benefit to [CLEC] otherwise required to be furnished or provided to [CLEC] hereunder, then BA may, at its sole option, avail itself of any such determination by providing written notice thereof to [CLEC].</p> <p>2.3 Notwithstanding anything to the contrary contained in this Agreement, the Parties agree that BA shall only be required to provide Combinations and any services related to its provision of Combinations to the extent (a) required by Applicable Law or (b) mutually agreed to by the Parties in writing after the date hereof.</p> <p>Sec. 8.2: In the event the FCC or the Department promulgates rules or regulations, or issues orders, or a court of competent jurisdiction issues orders, which make unlawful any provision of this Agreement, or which materially reduce or alter the services required by statute or regulations embodied in this Agreement, then the Parties shall negotiate promptly and in good faith in order to amend the Agreement to substitute contract provisions which conform to such rules, regulations or orders.</p> <p>Sec 8.3: In the event that any legally effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of [CLEC] or BA to perform any material terms of this Agreement, [CLEC] or BA may, on thirty (30) days written notice (delivered not later than thirty (30) days following the date on which</p>

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		<p>such action has become legally binding or has otherwise become legally effective) require that such terms be renegotiated, and the parties shall renegotiate in good faith such mutually acceptable new terms as may be required.</p> <p>UNE Amendment: Verizon is prepared to provide network elements and combinations of network elements to BrahmaCom in accordance with, but only to the extent required by, all effective, final and nonappealable laws and government regulations and orders applicable to such elements and combinations (such laws, regulations and orders, "Applicable Law");</p> <p>FROM BRAHAMACOM INC. AMENDMENT NO. 3 -- LINE SHARING</p> <p>A) By inserting Section 1.70a into Part B - Definition of Appendix 1 to the Agreement as follows:</p> <p>" 'Line Sharing' is an arrangement by which VERIZON facilitates BrahmaCom's provision of ADSL (in accordance with T1.413), Splitterless ADSL (in accordance with T1.419), RADSL (in accordance with TR # 59), MVL (a proprietary technology), or any other xDSL technology that is presumed to be acceptable for shared line deployment in accordance with FCC rules, to a particular Customer location over an existing copper Loop that is being used simultaneously by VERIZON to provide analog circuit-switched voice grade service to that Customer by making available to BrahmaCom, solely for BrahmaCom's own use, the frequency range above the voice band on the same copper Loop required by BrahmaCom to provide such services. This Agreement addresses line sharing over loops that are entirely copper loops. The Parties do not intend anything in this Agreement to prejudice either BrahmaCom's position that line sharing may occur on loops constructed of fiber optic cable, digital loop carrier electronics, and copper distribution cable or VERIZON's position that line sharing can only occur over copper loops or copper sub-loops."</p> <p>B) By inserting a new Section 4.3 to Attachment III of Appendix 1 to the Agreement</p>

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Carrier	CLECs By Group	Terms Permitting the Termination of UNEs
		<p>as follows:</p> <p>“4.3 To the extent required by Applicable Law, VERIZON shall provide Line Sharing to BrahmaCom for BrahmaCom’s provision of ADSL (in accordance with T1.413), Splitterless ADSL (in accordance with T1.419), RADSL (in accordance with TR # 59), MVL (a proprietary technology), or any other xDSL technology that is presumed to be acceptable for shared line deployment in accordance with FCC rules, on the terms and conditions set forth herein. In order for a Loop to be eligible for Line Sharing, the following conditions must be satisfied for the duration of the Line Sharing arrangement: (i) the Loop must consist of a copper loop compatible with an xDSL service that is presumed to be acceptable for shared-line deployment in accordance with FCC rules; (ii) VERIZON must be providing simultaneous circuit-switched analog voice grade service to the Customer served by the Loop in question; (iii) the VERIZON Customer’s dial tone must originate from a Verizon End Office Switch in the Wire Center where the Line Sharing arrangement is being requested; and (iv) the xDSL technology to be deployed by the CLEC on that Loop must not significantly degrade the performance of other services provided on that Loop.</p>
Broadview Networks, Inc.	Group 2	See Level 3 Communications – MA
Broadview NP Acquisition Corp.	Group 2	See Level 3 Communications – MA
Budget Phone Inc.	Group 1	See ACN Communications Services, Inc.
BullsEye Telecom Inc.	Group 1	See ACN Communications Services, Inc.
Covista, Inc.	Group 1	<p>See ACN Communications Services, Inc.</p> <p>FROM MFN</p> <p>1(B) For avoidance of doubt, adoption of the Terms does not include adoption of any</p>

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Carrier	CLECs By Group	<i>Terms Permitting the Termination of UNEs</i>
		provision imposing an unbundling obligation on Verizon that no longer applies under the Report and Order and Order on Remand (FCC 03-36) released by the Federal Communications Commission ("FCC") on August 21, 2003 in CC Docket Nos. 01-338, 96-98, 98-147 ("Triennial Review Order"), which became effective on October 2, 2003. In light of the effectiveness of the Triennial Review Order, any reasonable period of time for adopting such provisions has expired under the FCC's rules implementing section 252(i) of the Act (see, e.g., 47 CFR Section 51.809(c))
CTC Communications Corp.	Group 3	<p>Sec. 8.2: In the event the FCC or the Department promulgates rules or regulations, or issues orders, or a court of competent jurisdiction issues orders, which make unlawful any provision of this Agreement, or which materially reduce or alter the services required by statute or regulations and embodied in this Agreement, then the Parties shall negotiate promptly and in good faith in order to amend the Agreement to substitute contract provisions which conform to such rules, regulations or orders.</p> <p>Sec. 8.3: In the event that any legally effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of [CLEC] or BA to perform any material terms of this Agreement, [CLEC] or BA may, on thirty (30) days written notice (delivered not later than thirty (30) days following the date on which such action has become legally binding or has otherwise become legally effective) require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required.</p> <p>FROM MFN:</p> <p>2.2 The Parties agree that if any judicial or regulatory authority of competent jurisdiction determines (or has determined) that BA is not required to furnish any service or item or provide any benefit to Telecommunications Carriers otherwise required to be furnished or provided to CTC hereunder, then BA may, at its sole option, avail itself of any such determination by providing written notice thereof to CTC.</p> <p>Sec. 1.5: Without limiting Verizon's rights pursuant to Applicable Law or any other</p>

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Carrier	CLECs By Group	<i>Terms Permitting the Termination of UNEs</i>
		section of the Agreement, this UNE Remand Attachment and the Pricing Appendix to the UNE Remand Attachment to terminate its provision of a UNE or a Combination, if Verizon provides a UNE or Combination to [CLEC], and the Commission, the FCC, a court or other governmental body of appropriate jurisdiction determines or has determined that Verizon is not required by Applicable Law to provide such UNE or Combination, Verizon may terminate its provision of such UNE or Combination to [CLEC].

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Carrier	CLECs By Group	<i>Terms Permitting the Termination of UNEs</i>
DIECA d/b/a Covad Communications Corp.	Group 5	<p>Sec. 11.0: To the extent required of each Party by Section 251 of the Act, each Party shall offer to the other Party nondiscriminatory access to Network Elements on an unbundled basis at any technically feasible point. BA shall unbundle and separately price and offer Network Elements such that Covad will be able to lease and interconnect to whichever of the Network Elements Covad requires, and to allow Covad to combine the BA-provided elements with any facilities and services that Covad may itself provide, subject to Applicable Law. To the extent permitted by Applicable Law, Covad may use one or more unbundled Network Elements to provide to itself, its affiliates or its customers any feature, function or service option that (1) such unbundled Network Element is presently capable or becomes capable of providing in the BA network, (2) is described in the applicable Bellcore and other industry standard technical references identified herein and which the BA network has the capability of providing on the Effective Date of this Agreement or becomes capable of providing during the Term of this Agreement, or (3) may otherwise be agreed to by the Parties. Any combination by Covad of unbundled Network Elements purchased from BA shall be through a Collocation arrangement pursuant to Section 13.0 or applicable Tariff.</p> <p>The unbundled Network Elements and rates specified in this Agreement shall be made available by BA to Covad pursuant to and to the extent required by Applicable Law. Unless otherwise provided in this Agreement, the unbundled Network Elements specified in this Agreement shall be made available by BA to Covad for ordering and provisioning on the Effective Date. To the extent required by Applicable Law, and notwithstanding anything to the contrary in this Section, BA will offer Covad nondiscriminatory access to ADSL-2W, HDSL-2W, and HDSL-4W ULLs to the extent that BA offers such ULLs to any Telecommunications Carrier in the state of Massachusetts.</p> <p>Covad and BA agree that the unbundled Network Elements identified in this Section 11 are not exclusive and that pursuant to the BFR Process Covad may identify and request that BA furnish additional or revised unbundled Network Elements to the extent required under the Act. Additionally, if BA provides any unbundled Network Element that is not</p>

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Carrier	CLECs By Group	<i>Terms Permitting the Termination of UNEs</i>
		<p>identified in this Agreement to a requesting Telecommunications Carrier, including a BA affiliate, without requiring such carrier to utilize the BFR process, then BA will make available the same unbundled Network Element to Covad without Covad being required to use the BFR process.</p> <p>At the time Covad provides BA with an order for a particular unbundled Network Element other than the standard interfaces provided under this Agreement, Covad may request any technically feasible network interface. Any such requested network interface shall be subject to the approval of BA, which approval shall not be unreasonably withheld or delayed. If Covad's request is denied, BA shall provide Covad with written notice of said denial, including, if applicable, a specific description of why it is technically infeasible for BA to comply with Covad's request.</p> <p>Sec. 11.1: At the request of Covad, BA shall provide Covad access to the following unbundled Network Elements in accordance with the requirements of the FCC Regulations and Applicable Law:</p> <p>Sec. 11.7.1: BA shall, upon request of Covad, and to the extent required by Applicable Law, provide to Covad nondiscriminatory access to its Network Elements on an unbundled basis for the provision of Covad's Telecommunications Service. Any request by Covad for access to a BA Network Element that is not already available shall be treated as a Network Element Bona Fide Request. Covad shall provide BA access to its Network Elements as mutually agreed by the Parties or as required by Applicable Laws.</p> <p>Sec. 28.3: The Parties recognize that the FCC has issued and may continue to issue regulations implementing Sections 251, 252, and 271 and other Sections of the Act that affect certain terms contained in this Agreement. In the event that any one or more of the provisions contained herein is inconsistent with any applicable rule contained in such FCC Regulations or as may be enacted by the Department, or imposed by a court in the exercise of its lawful jurisdiction, or which, in BA's reasonable determination, affects BA's</p>

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Carrier	CLECs By Group	<i>Terms Permitting the Termination of UNEs</i>
		<p>application pursuant to Section 271(d) of the Act, the Parties agree to negotiate in good faith the revisions necessary to eliminate the inconsistency or amend the application-affecting provision(s).</p> <p>Sec. 28.4: Except as provided in 28.4.1, in the event any Applicable Law other than the FCC Regulations requires modification of any material term(s) contained in this Agreement, either Party may require a renegotiation of the term(s) that require direct modification as well as of any term(s) that are reasonably affected thereby.</p> <p>Sec. 11.1: Available Network Elements At the request of [CLEC], BA shall provide [CLEC] access to the following unbundled Network Elements in accordance with the requirements of the FCC Regulations and Applicable Law:</p> <p>Sec. 11.7.1: BA shall, upon request of [CLEC], and to the extent required by Applicable Law, provide to [CLEC] nondiscriminatory access to its Network Elements on an unbundled basis for the provision of [CLEC's] Telecommunications Service. Any request by [CLEC] for access to a BA Network Element that is not already available shall be treated as a Network Element Bona Fide Request. [CLEC] shall provide BA access to its Network Elements as mutually agreed by the Parties or as required by Applicable Laws.</p> <p>Sec. 1.5: Without limiting Verizon's rights pursuant to Applicable Law or any other section of this Agreement to terminate its provision of a UNE or a Combination, if Verizon provides a UNE or Combination to [CLEC], and the Department, the FCC, a court or other governmental body of appropriate jurisdiction determines or has determined that Verizon is not required by Applicable Law to provide such UNE or Combination, Verizon may terminate its provision of such UNE or Combination to [CLEC].</p>

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Carrier	CLECs By Group	<i>Terms Permitting the Termination of UNEs</i>
DSCI Corp.	Group 1	<p><i>See ACN Communications Services, Inc.</i></p> <p>From DSCI Adoption Agreement: 1.(B) Verizon, on February 20, 2004, filed a petition at the Massachusetts Department of Telecommunications and Energy to arbitrate amendments to interconnection agreements (including the Terms) with respect to the Report and Order and Order on Remand (FCC 03-36) released by the Federal Communications Commission ("FCC") on August 21, 2003 in CC Docket Nos. 01-338, 96-98, 98-147 ("Triennial Review Order") ("TRO Arbitration"). Once the Department issues an effective order approving an amendment between Verizon and DSCI with respect to the Triennial Review Order in the TRO Arbitration (an "Approved Amendment"): 1) the terms of such Approved Amendment shall be deemed to amend this adoption effective on the effective date of such Department order, 2) DSCI and Verizon agree to be bound by the terms of such Approved Amendment effective on the effective date of such Department order, and 3) Verizon and DSCI shall execute an amendment to this adoption to memorialize that this adoption is amended by the terms of such Approved Amendment effective on the effective date of such Department order; provided, however, failure by either party to do so shall not be cited as a basis for contesting the effectiveness of the provisions in 1) and 2) above.</p>
DSLnet Communications LLC	Group 1	<i>See ACN Communications Services, Inc.</i>
Equal Access Networks LLC	Group 2	<p>Sec. 27.3: In the event of a change in Applicable Law (including, without limitation, any legislative, regulatory, judicial or other legal action) that materially affects any material term of this Agreement, the rights or obligations of either Party hereunder, or the ability of either Party to perform any material provision hereof, the Parties shall renegotiate in good faith such affected provisions with a view toward agreeing to acceptable new terms as may be required or permitted as a result of such legislative, regulatory, judicial or other legal action.</p>

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SUMMARY OF CHANGE OF LAW PROVISIONS

Carrier	CLECs By Group	<i>Terms Permitting the Termination of UNEs</i>
		<p>Sec. 27.4: Notwithstanding anything herein to the contrary, if, as a result of any decision, order or determination of any judicial, regulatory or other governmental authority with jurisdiction over the subject matter hereof, it is determined that BA is not required to furnish any service, facility or arrangement, or to provide any benefit required to be furnished or provided to EAN hereunder, then BA may discontinue the provision of any such service, facility, arrangement or benefit to the extent permitted by any such decision.</p> <p>Sec.11.0: Subject to the conditions set forth in Section 11.7 below, BA shall offer to [CLEC] nondiscriminatory access to Network Elements as set forth below on an unbundled basis at any technically feasible point pursuant to, and in accordance with the terms and provisions of this Agreement; but, notwithstanding any other provision of this Agreement, only to the extent provision of such Network Elements on an unbundled basis is required by Applicable Law.</p>

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Carrier	CLECs By Group	<i>Terms Permitting the Termination of UNEs</i>
Essex Acquisition Corp.	Group 2	<p>Sec. 27.3: In the event of a change in Applicable Law that materially affects any material term of this Agreement, the rights or obligations of either Party hereunder, or the ability of either Party to perform any material provision hereof, the Parties shall renegotiate in good faith such affected provisions with a view toward agreeing to acceptable new terms as may be required or permitted as a result of such legislative, regulatory, judicial or other legal action.</p> <p>Sec. 27.4: Notwithstanding anything herein to the contrary, if, as a result of any decision, order or determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, it is determined that BA is not required to furnish any service, facility or arrangement, or to provide any benefit required to be furnished or provided to Essex hereunder, then BA may discontinue the provision of any such service, facility, arrangement or benefit to the extent permitted by any such decision, order or determination by providing thirty (30) days prior written notice to [CLEC], ...</p> <p>Sec. 11.0: Each Party shall offer to the other Party nondiscriminatory access to Network Elements on an unbundled basis at any technically feasible point pursuant to, and in accordance with the terms and provisions of, this Agreement; provided, however, that neither Party shall have any obligation to continue to provide such access with respect to any Network Element listed in Section 11.1 that ceases to be subject to an unbundling obligation under Applicable Law. Nothing in this Agreement shall obligate either Party to provide a combination of Network Elements except to the extent required by Applicable Law.</p> <p>Sec 11.11: Combinations of Network Elements Notwithstanding anything set forth in this Agreement and subject to the conditions set forth in Section 11.0 hereof, BA shall be obligated to provide a combination of network elements (a "Combination") only to the extent provision of such Combination is required by Applicable Law.</p>

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Carrier	CLECs By Group	Terms Permitting the Termination of UNEs
		<p>Line Splitting</p> <p>From Adoption Agreement:</p> <p>1 (B) For avoidance of doubt, adoption of the Terms does not include adoption of any provision imposing an unbundling obligation on Verizon that no longer applies under the Report and Order and Order on Remand (FCC 03-36) released by the Federal Communications Commission ("FCC") on August 21, 2003 in CC Docket Nos. 01-338, 96-98, 98-147 ("Triennial Review Order"), which became effective on October 2, 2003. In light of the effectiveness of the Triennial Review Order, any reasonable period of time for adopting such provisions has expired under the FCC's rules implementing section 252(i) of the Act (see, e.g., 47 CFR Section 51.809(c)).</p> <p>From Adopted Agreement:</p> <p>1.5 Without limiting Verizon's rights pursuant to Applicable Law or any other section of this Agreement to terminate its provision of a UNE or a Combination, if Verizon provides a UNE or Combination to SBCT, and the Department, the FCC, a court or other governmental body of appropriate jurisdiction determines or has determined that Verizon is not required by Applicable Law to provide such UNE or Combination, Verizon may terminate its provision of such UNE or Combination to SBCT. If Verizon terminates its provision of a UNE or a Combination to SBCT pursuant to this Section 1.5 and SBCT elects to purchase other services offered by Verizon in place of such UNE or Combination, then: (a) Verizon shall reasonably cooperate with SBCT to coordinate the termination of such UNE or Combination and the installation of such services to minimize the interruption of service to Customers of SBCT; and, (b) SBCT shall pay all applicable charges for such services, including, but not limited to, all applicable installation charges.</p>
Focal Communications Corp. of MA	Group 4	See Sprint Communications

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Carrier	CLECs By Group	<i>Terms Permitting the Termination of UNEs</i>
ICG Telecom Group, Inc.	Group 1	<i>See</i> ACN Communications Services, Inc.
KMC Telecom V, Inc.	Group 2	<i>See</i> Level 3 Communications – MA
Level 3 Comm. LLC	Group 2	<p>Sec. 11.0: To the extent required by Applicable Law, and subject to the provisions of this Section 11.0 (including, without limitation, Section 11.7 hereof), BA shall offer to [CLEC] nondiscriminatory access to Network Elements on an unbundled basis at any technically feasible point pursuant to, and in accordance with the terms and provisions of, this Agreement; provided, however, that BA shall not have any obligation to continue to provide such access with respect to any Network Element listed in Section 11.1 (or otherwise) that ceases to be subject to an unbundling obligation under Applicable Law; provided further that, if BA intends to cease provisioning a Network Element that it is no longer required by Applicable Law to provision, the Parties agree to work cooperatively to develop an orderly and efficient transition process for discontinuation of provisioning of such Network Element.</p> <p>Sec. 27.3: Except as explicitly provided in Sections 4.2.4, 5.7 and 22 of this Agreement, in the event of a change in Applicable Law that materially affects any material term of this Agreement, the rights or obligations of either Party hereunder, or the ability of either Party to perform any material provision hereof, the Parties shall renegotiate in good faith such affected provisions with a view toward agreeing to acceptable new terms as may be required or permitted as a result of such legislative, regulatory, judicial or other legal action.</p> <p>Sec. 27.4: Except as explicitly provided in Sections 4.2.4, 5.7 and 22 of this Agreement, notwithstanding anything else herein to the contrary, if, as a result of any decision, order or determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, it is determined that BA is not required to furnish any service, facility or arrangement, or to provide any benefit required to be furnished or provided to [CLEC] hereunder, then BA may discontinue the provision of any such service, facility,</p>

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		<p>arrangement or benefit to the extent permitted by any such decision, order or determination by providing ninety (90) days prior written notice to [CLEC], unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in an applicable Tariff or Applicable Law) for termination of such service, in which event such specified period and/or conditions shall apply.</p> <p>From Dark Fiber Amendment 1.5: Without limiting Verizon's rights pursuant to Applicable Law or any other section of the Agreement, this Dark Fiber Attachment and the Pricing Appendix to the Dark Fiber Attachment to terminate its provision of dark fiber, if Verizon provides dark fiber to Level 3, and the Commission, the FCC, a court or other governmental body of appropriate jurisdiction determines or has determined that Verizon is not required by Applicable Law to provide such dark fiber, Verizon may terminate its provision of such dark fiber to Level 3 in accordance with any requirements of Applicable Law. To the extent the Commission, the FCC, a court or other governmental body of appropriate jurisdiction establishes a transition process for the termination of such dark fiber, Level 3 and Verizon agree to follow such transition process. If Verizon terminates its provision of dark fiber to Level 3 pursuant to this Section 1.5 and Level 3 elects to purchase other services offered by Verizon in place of such dark fiber, then: (a) Verizon shall reasonably cooperate with Level 3 to coordinate the termination of such dark fiber and the installation of such services to minimize the interruption of service to Customers of Level 3; and, (b) Level 3 shall pay all applicable charges for such services, including, but not limited to, all applicable installation charges.</p>
Lightship Telecom LLC	Group 2	<p>Sec. 2.2: Notwithstanding anything to the contrary contained in this Agreement, the Parties agree that BA shall only be required to provide Combinations and any services related to its provision of Combinations to the extent (a) required by Applicable Law or (b) mutually agreed to by the Parties in writing after the date hereof.</p> <p>Sec. 27.3: Except as explicitly provided in Sections 4.2.4, 5.7 and 22 of this Agreement, in</p>

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		<p>the event of a change in Applicable Law that materially affects any material term of this Agreement, the rights or obligations of either Party hereunder, or the ability of either Party to perform any material provision hereof, the Parties shall renegotiate in good faith such affected provisions with a view toward agreeing to acceptable new terms as may be required or permitted as a result of such legislative, regulatory, judicial or other legal action.</p> <p>27.4 Except as explicitly provided in Sections 4.2.4, 5.7 and 22 of this Agreement, notwithstanding anything else herein to the contrary, if, as a result of any decision, order or determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, it is determined that BA is not required to furnish any service, facility or arrangement, or to provide any benefit required to be furnished or provided to [CLEC] hereunder, then BA may discontinue the provision of any such service, facility, arrangement or benefit to the extent permitted by any such decision, order or determination by providing ninety (90) days prior written notice to [CLEC], unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in an applicable Tariff or Applicable Law) for termination of such service, in which event such specified period and/or conditions shall apply.</p> <p>Sec. 11.0: To the extent required by Applicable Law, and subject to the provisions of this Section 11.0 (including, without limitation, Section 11.7 hereof), BA shall offer to [CLEC] nondiscriminatory access to Network Elements on an unbundled basis at any technically feasible point pursuant to, and in accordance with the terms and provisions of, this Agreement; provided, however, that BA shall not have any obligation to continue to provide such access with respect to any Network Element listed in Section 11.1 (or otherwise) that ceases to be subject to an unbundling obligation under Applicable Law; provided further that, if BA intends to cease provisioning a Network Element that it is no longer required by Applicable Law to provision, the Parties agree to work cooperatively to develop an orderly and efficient transition process for discontinuation of provisioning of such Network Element.</p>

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		Sec. 1.5: If Verizon provides a UNE or Combination to [CLEC], and the Commission, the FCC, a court or other governmental body of appropriate jurisdiction determines or has determined that Verizon is not required by Applicable Law to provide such UNEs or Combination, Verizon may terminate its provision of such UNE or Combination to [CLEC].
LightWave Communications, Inc.	Group 1	<i>See</i> ACN Communications Services, Inc.
MCI WorldCom Communications, Inc. as successor to Rhythms Links, Inc.	Group 1	<i>See</i> ACN Communications Services, Inc.
McGraw Communications, Inc.	Group 2	<i>See</i> Level 3 Communications – MA
New Horizons Communications Corp.	Group 1	<p><i>See</i> ACN Communications Services, Inc.</p> <p>From Letter Agreement: (B) For avoidance of doubt, adoption of the Terms does not include adoption of any provision imposing an unbundling obligation on Verizon that no longer applies under the Report and Order and Order on Remand (FCC 03-36) released by the Federal Communications Commission ("FCC") on August 21, 2003 in CC Docket Nos. 01-338, 96-98, 98-147 ("Triennial Review Order"), or that is otherwise not required by both 47 U.S.C. Section 251(c)(3) and 47 C.F.R. Part 51. Moreover, Verizon, on February 20, 2004, filed a petition at the Massachusetts Department of Telecommunications and Energy to arbitrate amendments to interconnection agreements (including the Terms) with respect to the Triennial Review Order ("TRO Arbitration"). Once the Commission issues an effective order approving an amendment with respect to the Triennial Review Order in the TRO Arbitration (an "Approved Amendment"): 1) the terms of such Approved Amendment shall be deemed to amend this adoption effective on the effective date of such Commission order, 2) New Horizons agrees to be bound by the terms of such Approved Amendment</p>

TABLE 1(a)

SUMMARY OF CHANGE OF LAW PROVISIONS

Carrier	CLECs By Group	<i>Terms Permitting the Termination of UNEs</i>
		effective on the effective date of such Commission order, and 3) Verizon and New Horizons shall execute an amendment to this adoption to memorialize that this adoption is amended by the terms of such Approved Amendment effective on the effective date of such Commission order; provided, however, failure by either party to do so shall not be cited as a basis for contesting the effectiveness of the provisions in 1) and 2) above.
PaeTec Communications, Inc.	Group 1	<p>Sec. 1.5: Without limiting Verizon's rights pursuant to Applicable Law or any other section of the Agreement, this UNE Remand Attachment and the Pricing Appendix to the UNE Remand Attachment to terminate its provision of a UNE or a Combination, if Verizon provides a UNE or Combination to [CLEC], and the Department, the FCC, a court or other governmental body of appropriate jurisdiction determines or has determined that Verizon is not required by Applicable Law to provide such UNE or Combination, Verizon may terminate its provision of such UNE or Combination to [CLEC].</p> <p>This agreement is subject to change, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction. If, however, a regulatory authority or court in the exercise of its lawful jurisdiction enacts a Law or makes a finding that would necessitate a change that would affect the interconnection of network facilities or [CLEC's] ability to use any NYNEX service or Network Element (for example, [CLEC's] ability to combine certain Network Elements) [CLEC's] shall have a reasonable time to modify or redeploy its network or operations to reflect such change.</p> <p>ACC National Agreement. Regulatory Approval § 35: The Parties understand and agree that this Agreement will be filed with the DPU and may thereafter be filed with the FCC. Each Party covenants and agrees to support approval of this Agreement by the Department or the FCC without modifying its terms, subject to: (1) either Party's rights under Section 39.0 of this Agreement, and (2) either Party's reservation of its rights to judicial review of the approval of the Agreement or any clause therein. In the event the Department or FCC rejects this Agreement in whole or in part, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable</p>

TABLE 1(a)

SUMMARY OF CHANGE OF LAW PROVISIONS

Carrier	CLECs By Group	<i>Terms Permitting the Termination of UNEs</i>
		<p>modification of the rejected portion(s). Notwithstanding the above, the Parties reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement.</p> <p>This agreement is subject to change, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction. If, however, a regulatory authority or court in the exercise of its lawful jurisdiction enacts a Law or makes a finding that would necessitate a change that would affect the interconnection of network facilities or ANTC's ability to use any NYNEX service or Network Element (for example, ANTC's ability to combine certain Network Elements) ANTC shall have a reasonable time to modify or redeploy its network or operations to reflect such change.</p>
Sprint Communications Company	Group 1	<p>Sec. 1.7.2: Without limiting VERIZON's rights pursuant to Applicable Law or any other section of this Agreement to terminate its provision of a Network Element or a Combination, if VERIZON provides a Network Element or combination of Network Elements ("Combination") to [CLEC], and the Department, the FCC, a court or other governmental body of appropriate jurisdiction determines that VERIZON is not required by Applicable Law to provide such Network Element or Combination, VERIZON may terminate its provision of such Network Element or Combination to [CLEC]. VERIZON will give [CLEC] ninety (90) days advance written notice of such termination.</p> <p>Sec.:8.3: In the event that a change in Applicable Law materially affects any material terms of this Agreement or the rights or obligations of either [CLEC] or VERIZON hereunder or the ability of [CLEC] or VERIZON to perform any material provision hereof, the Parties shall renegotiate in good faith such affected provisions with a view toward agreeing to acceptable new terms as may be required or permitted as a result of such legislative, regulatory, judicial or other legal action.</p> <p>Sec. 8.4: In the event that as a result of any unstayed decision, order or determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, it is</p>

TABLE 1(a)

SUMMARY OF CHANGE OF LAW PROVISIONS

Carrier	CLECs By Group	<i>Terms Permitting the Termination of UNEs</i>
		determined that a Party ("Providing Party") shall not be required to furnish any service, facility, arrangement or benefit required to be furnished or provided to the other Party ("Recipient Party") hereunder, then the Providing Party may discontinue the provision of any such service, facility, arrangement or benefit ("Discontinued Arrangement") to the extent permitted by any such decision.
Talk America, Inc.	Group 1	<i>See</i> ACN Communications Services, Inc.